

Sale Name: Face Thin

C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)

All trees meeting the attached designation description which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

Leave trees, Marked with orange paint, or identified by the description in the attached table are not to be cut, unless designated by the Forest Service.

C3.47# - ABNORMAL DELAY (09/2004)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47.

See attached removal schedule.

DESCRIPTION PURSUANT TO C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION
(08/2002)

Definitions and Requirements:

D x D: Designate by Description

D x D Stump Height: Measure at 4.0 inches above the ground on the uphill side of the tree.

Minimum stump height left for inspection will be 4 inches.

D x D Diameter: Measure at the D x D specified stump height, outside the bark with a diameter tape that is perpendicular to the bole of the tree. Stumps missing all or part of their bark or bole will be measured as presented. Measure the diameter to the nearest tenth of an inch.

D x D Spacing: Measured slope distance at 4.0 inches above the ground from the closest point between trees. This does not need to be measured on the uphill side of the tree.

Down Trees: a) A partial or entire tree lying on the ground with an attached root wad; b) a root sprung tree with broken and exposed roots showing above the ground (root sprung trees must remain identifiable as root sprung after logging).

All skyline corridors, tractor skid roads, temporary roads, and landing clearing limits shall be identified by purchaser, and approved per C6.42#, before this provision is implemented.

All Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock leave trees with a D x D diameter 8.0 inches or greater, all other coniferous species leave trees, and all hardwood trees shall remain standing after logging is complete, except those removed for operational purposes, i.e.: danger, guyline, and corridor trees.

Standing or down trees outside the Subdivision boundaries shall not be used to determine cut trees within the Subdivision.

Criteria for All Subdivisions

Standing, live Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock, must have a D x D diameter of 8.0 inches or greater to qualify as a leave tree to cut other Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock trees.

DESCRIPTION PURSUANT TO C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION
(08/2002) (continued)

Designate by Description All Subdivisions:

Priority 1. Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock that are within the designated spacing distance (see table below) of a live, blue Boundary Cutting Unit carded, orange painted conifer or hardwood boundary tree that is 8.0 inches stump diameter or larger, are designated for cutting.

Priority 2. Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock that are within the designated spacing distance (see table below) of a live tree that is painted orange above and below stump height are designated for cutting.

After the first two priorities have been implemented, Priority 3 will be used to determine the remaining trees in the subdivision to be cut.

Priority 3. Douglas-fir, True firs, Western red cedar, Incense cedar, and Western hemlock that are within the designated spacing distance (see table below) of a live Douglas-fir, True fir, Western red cedar, Incense cedar, or Western hemlock tree with a larger stump diameter are designated for cutting.

D x D Designated Spacing Distances:

Subdivision	Spacing Distance (feet)
All	21

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY

(09/2004)

<u>Included Timber</u>		<u>Time Limits</u>
ALL	60	days after felling is started.
All timber decked during construction clearing.	NA	days after felling on each Specified Road constructed by Purchaser is initiated.
Timber decked during road construction	NA	days after Forest Service authorizes Purchaser to use roads pursuant to B5.2.

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C4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

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C4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract Scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

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C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

In addition to the requirements of B5.1 and B6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than 0 cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008) see table on following page

C5.11# - LAND USE AGREEMENTS (07/2001)

Purchaser shall adhere to all requirements and stipulations contained in the agreement(s) in the attached table;

See attached table of agreement(s).

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) -
TEMPORARY ROAD AND LANDING CONSTRUCTION (07/2001)

1. The Forest Service and Purchaser shall agree to temporary road locations and clearing limits prior to construction.
2. The temporary road accessing the northeast skyline portion of subdivision 5 shall stay on private land until it enters the subdivision.
3. **When building the temporary road and landing into the top of Subdivision 4, the ground will not be disturbed. Vegetation will be flush cut with the ground, Geotextile Fabric shall be placed on the ground, and then rock shall be used to build up the surface of the roadbed and landing.** All equipment shall stay on the rock surface. At the end of the temporary road use, the temporary road and landing shall remain in place without scarification.
4. Temporary road building shall occur during the dry season, generally June 1 to October 31, shall be constructed to a minimum width to accommodate logging equipment and shall be located to minimize the number of trees cut and minimize the extent of ground impacted by construction.
5. All trees to be cut by the purchaser shall be identified and designated for cutting by the Forest Service, prior to cutting.
6. On native running surfaces, hauling shall be restricted to when dry conditions exist, approximately June 1 to October 31. If temporary roads are to be used when wet conditions exist, enough rock surfacing shall be placed on the road to prevent sedimentation.
7. Straw bales and/or other agreed upon erosion control devices shall be placed along the road, as needed, to prevent sediment from entering streamcourses.
8. Clearing and grubbing debris shall be scattered in areas designated on the ground by the Forest Service.
9. Except for the temporary road in the upper part of Subdivision 4, at the end of each season, or if the road is not being used for an extended period of wet weather, purchaser shall install drivable drain dips and water bars, or other erosion control measures, to stabilize the road and prevent erosion (on slopes over 8%, this may require a structure approximately every 100 feet).
10. Culverts shall be placed in all stream courses, where crossed by temporary roads, and shall return the water to the same streamcourse. Culverts shall be corrugated metal pipe, and shall not be less than 18" in diameter, unless otherwise agreed to in writing.
11. Culvert installation in live streams shall take place between **July 1 and August 31**. During culvert installation in live streams, the streams will be temporarily diverted around the site and biodegradable geotextile cloth will be placed downstream from the site to minimize transport of sediment, unless other methods are agreed to in writing with the Forest Service.

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) -
TEMPORARY ROAD AND LANDING CONSTRUCTION (07/2001)
(Continued)

12. For temporary roads and landings on Forest Service Lands, except the temporary road and landing in Subdivision 4 which shall be left in place, at the end of temporary road use, culverts will be pulled and removed, the roadbed and landing scarified to below the compacted layer, the roadbed and landing recontoured to facilitate stream flow, water bars will be installed, and erosion control methods will be used to stabilize the road and landing and prevent erosion.
13. Landings shall be designed in accordance with B6.422, shall be as small as operationally feasible, and shall be agreed to in writing by the Forest Service.
14. Areas to be covered with fill material shall be cleared of logs and cull woody material over 4 inches in diameter and/or 8 feet long.
15. Where side slopes exceed 45 percent, waste material shall be end-hauled to locations authorized in writing by the Forest Service.
16. Placement of rock ballast shall not take place unless mutually agreed to in writing by the Forest Service.
17. Except for the temporary road in the upper part of Subdivision 4, rock ballast shall not exceed 4 inches in depth, unless mutually agreed to in writing by the Forest Service. Landing cut and fill slopes shall be left at no steeper than 1 ½ to 1 upon completion of sale operations.

TABLE PURSUANT TO C5.11# - LAND USE AGREEMENTS (7/01)

Type of Agreement	Grantor	Purpose
Road Rental Agreement	Long & Humphreys, LLC	Access Forest Service land and allow use of private road to haul logs.
Road Rental Agreement	Jonathan W. Donlon	Access Forest Service land and allow use of private road to haul logs.

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C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.51 per Ton.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
<u>N/A</u>		

C6.24# - SITE SPECIFIC PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: N/A

Wildlife and Botanical Protection Measures: All ground disturbance operations, including but not limited to road construction / reconstruction, felling, yarding and hauling, prohibited in subdivisions 4, 5 and 10 from March 1 thru July 31.

Cave Resource Protection Measures: N/A

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C6.29# - PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS (09/2004)

Location of areas needing special measures for protection of nesting non-TE&S raptors, colony nesting birds, and species with designated protection outlined in the ROD for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl (1994), are shown on the Sale Area Map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or as follows: N/A

If protection measures prove inadequate or if other such areas are discovered, Forest Service may either terminate the sale under B8.34 or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

In the events of contract modification under this Subsection, Purchaser shall be reimbursed for any additional protection required by the modification, provided that any work or extra protection required shall be subject to prior approval by Forest Service. Amount of reimbursement shall be determined by Forest Service using standard Forest Service rate redetermination methods in effect at time of agreed change and shall be in the form of a reduction in Current Contract Rates unless agreed otherwise in writing. However, in no event may Current Contract Rates be reduced below Base Rates.

C6.315# - SALE OPERATION SCHEDULE (06/1994)

Unless otherwise agreed to between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached schedule.

SCHEDULE PURSUANT TO C6.315# - SALE OPERATION SCHEDULE (06/1994)

<u>Subdivision</u>	<u>Operating Conditions</u>	<u>Purpose</u>
All accessed through Jon Donlon's private property	Timber haul shall not occur between October 15 and December 15.	Avoid conflict with landowners operations
All accessed through private property	Timber haul shall occur during the dry season (generally June 1 to October 14) unless approved by the private landowner and the Forest Service.	Prevent damage to private road.
All	Permanent and temporary road reopening and construction/reconstruction shall occur during the dry season (approximately between June 1 and October 31).	Avoid potential surface erosion of exposed soil.
All permanent and temporary roads	Live instream culvert work shall be done between July 1 and August 31.	Minimize input of sediment into streams.
All permanent and temporary native surfaced roads	Native surfaced roads shall only be used during the dry season (approximately between June 1 and October 31) unless rocked.	Minimize input of sediment into streams.
All native surfaced landings	Native surfaced landings shall only be used during the dry season (approximately between June 1 and October 31) unless rocked.	Minimize input of sediment into streams.
All Ground-Based yarding and felling areas	Ground based yarding/felling operations shall only occur during the dry Season (approximately between June 1 and October 31).	Minimize reduction of soil productivity (minimize additional soil compaction and puddling).
South portion of 11	All logging operations in the South portion of the Subdivision (the area planned for skyline yarding) will be restricted to weekdays (excluding holidays) from 0800 to 1900.	Minimize disturbance to private residences.

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C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in A2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Subdivisions included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designed in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative.
- d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Sale Area under B6.36.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

C6.41# - SPECIFIC REQUIREMENTS (01/2000)

Notwithstanding B6.41, B6.411, B6.5 and B6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.

TABLE PURSUANT TO C6.41# - SPECIFIC REQUIREMENTS (01/2000)FELLING METHODSSUBDIVISIONS

Trees shall be felled away from Private Lands, designated Streamcourses, wet areas, and the Areas To Protect (ATP) as shown on the Sale Area Map. Direction of felled trees shall also be to the lead, which shall facilitate the yarding operation so damage to residual trees is kept to a minimum. Exceptions to these objectives apply only where safety, or protecting improvements, terrain features, or felling within Subdivision boundaries preclude felling to lead.

All

Trees shall be felled away from Power Lines, Fences, and Private Water Facilities as shown on the Sale Area Map.

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FELLING EQUIPMENTSUBDIVISIONS

Wedges

All

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C6.42# - YARDING/SKIDDING REQUIREMENTS (04/2003)

Purchaser shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Sale Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

See attached table for requirements.

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING REQUIREMENTS (04/2003)

YARDING/SKIDDING REQUIREMENTS		SUBDIVISION
1.	Except during lateral yarding, the yarding system must keep one end of the log suspended above ground during in-haul.	Skyline portions of 2, 4, 5, 7, 8, and 11
2.	The carriage shall be positioned such that during lateral yarding, logs are yarded away from stream courses and wet areas.	Skyline portions of 2, 4, 5, 7, 8, and 11
3.	Ground-lead yarding is permitted within 100 feet of Subdivision boundaries, 100 feet of tail trees, and 100 feet of the tower position.	Skyline portions of 2, 4, 5, 7, 8, and 11
4.	Skyline roads will be spaced no further apart than 150 feet at the back end of the road when radial road are used and 150 feet center to center where parallel roads are used.	Skyline portions of 2, 4, 5, 7, 8, and 11
5.	Skyline corridors shall be only wide enough to allow free passage of the carriage and turn of logs. The corridors shall normally not exceed 12 feet in width after yarding has been completed.	Skyline portions of 2, 4, 5, 7, 8, and 11
6.	When skyline, haulback, or other cables pass through areas of residual trees or reproduction more than 18 inches in height, lines shall be pulled out of the residual trees or reproduction area prior to restringing the next skyline road.	Skyline portions of 2, 4, 5, 7, 8, and 11
7.	Location of all skyline roads shall be agreed upon with the Forest Service prior to felling.	Skyline portions of 2, 4, 5, 7, 8, and 11
8.	No trees larger than 50 inches in diameter at DXD stump height (4 inches) shall be felled for tractor, skyline, or harvester - feller/buncher corridors/skid trails.	All
9.	A slackpulling carriage able to maintain a fixed position on the skyline during lateral yarding and be able to pass over intermediate supports is required. The carriage must be capable of lateral yarding up to 75 feet from skyline.	Skyline portions of 2, 4, 5, 7, 8, and 11
10.	Tailtrees, multi-stump anchors, multiple equipment anchors, and intermediate supports may be necessary to achieve suspension requirements.	Skyline portions of 2, 4, 5, 7, 8, and 11
11.	The haulback line that is attached to the carriage shall be positioned so that it remains within the skyline corridor. The objective is to reduce lateral movement in the skyline.	Skyline portions of 2, 4, 5, 7, 8, and 11
12.	Trees outside the boundary which are felled in order to raise the skyline, or trees that are damaged by line whip, shall not be designated as included timber by the Forest Service.	Skyline portions of 2, 4, 5, 7, 8, and 11

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING REQUIREMENTS (04/2003)
(Continued)

YARDING/SKIDDING REQUIREMENTS		SUBDIVISION
13.	A skyline system capable of transporting logs at least 2000 feet slope distance uphill and downhill is required. A yarder with a minimum block height that will meet suspension requirements, and will also keep the lines under the canopy, is required.	Skyline portions of 2, 4, 5, 7, 8, and 11
14.	Maximum block height on the yarder will be 55 feet.	Skyline portions of 2, 4, 5, 7, 8, and 11
15.	A slackpulling carriage able to maintain a fixed position on the skyline during lateral yarding and be able to pass over intermediate supports is required. The carriage must be capable of lateral yarding up to 75 feet from the skyline.	Skyline portions of 2, 4, 5, 7, 8, and 11
16.	All yarding across Streamcourses and within 50 feet slope distance of streams must be done with the logs suspended free of the ground.	Skyline portions of 2, 4, 5, 7, 8, and 11
17.	Trees shall be yarded away from areas shown on the Sale Area Map as ATP. No tractor or harvester skid trails shall pass through the area shown on the Sale Area Map as ATP.	10
18.	Operations conducted during rainy periods shall have agreed upon erosion control devices installed, where needed, to prevent sediments from entering stream courses.	All
19.	Equipment assist may be necessary on the temporary road.	8
20.	Helicopter Yarding specified. Logs must be broken free of their beds vertically and totally suspended during the in-haul portion of the yarding cycle. A tagline of at least 250 feet in length may be required during yarding.	3, 6, 9, and the helicopter portions of 1, 2, 4, 5, 7, 8, and 11
21.	A helicopter yarding system capable of transporting logs fully suspended at least 7,200 feet horizontal distance uphill and downhill at an elevation of 2,100 feet above sea level at 69 degrees Fahrenheit is required.	3, 6, 9, and the helicopter portions of 1, 2, 4, 5, 7, 8, and 11
22.	Flaggers may be needed on road 19 during helicopter operations	3, 6, 9, and the helicopter portions of 1, 2, 4, 5, 7, 8, and 11

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING REQUIREMENTS (04/2003)
(Continued)

YARDING/SKIDDING REQUIREMENTS		SUBDIVISION
23.	Ground based skidding equipment shall be restricted to designated trails at all times, and is permitted on slopes 30% or less, except within 100 feet of a perennial stream, as approved by the Forest Service.	10 and the tractor portions of 1, 7
24.	Logs yarded with a tractor shall have the leading end of the log suspended free of the ground.	10 and the tractor portions of 1, 7
25.	Tractor skid roads shall not exceed 12 feet in width over 90% of the length of the trail when skidding operations are completed.	10 and the tractor portions of 1, 7
26.	The maximum overall width of the tractor shall be 12 feet or less.	10 and the tractor portions of 1, 7
27.	Tractor skid trails shall not be less than 80 feet apart, and shall be located as much as possible on skid trails used in previous logging operations.	10 and the tractor portions of 1, 7
28.	Location of all shovel and tractor skid trails/skid roads shall be agreed upon with the Forest Service prior to felling.	10 and the tractor portions of 1, 7
29.	Logs may be logged with a shovel instead of a tractor.	Tractor portions of 1, 7
30.	Track mounted, or other similarly equipped, Harvesters or Feller/Bunchers may be used to fell and prebunch trees on slopes less than 45 percent, as approved by the Forest Service	All
31.	Ground based felling equipment shall be restricted to designated trails at all times which shall be no closer than 50 feet apart, and is permitted on slopes 45% or less, except within 25 feet of an intermittent stream and within 60 feet of a perennial stream, as approved by the Forest Service. Travel along designated trails shall be limited to no more than 3 times unless otherwise agreed to by Forest Service.	All
32.	Purchaser equipment shall not leave the road surface on private lands.	All

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C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (07/2001)

Erosion prevention and control work required by B6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than 20 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in B6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated below in the seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from March 15 - April 15 to August 25 - October 1 unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 18 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

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germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER
(07/2001)

SUBDIVISION OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES 1/ MIXTURE	LBS/AC	TYPE 2/	LBS/AC	TYPE 3/	LBS/AC
All	C) TEMP ROADS accessed from road 19 D) LANDINGS accessed from road 19	4/,5/	4/,5/	N/A	N/A	7/	1500
All	E) System road cut and fill slope accessed from road 19	4/,5/	4/,5/	N/A	N/A	7/	1500

1/ For sales in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER
(07/2001)(Continued)

<u>GRASS</u>	<u>SPECIES MIXTURE</u>	<u>POUNDS/ACRE</u>
--------------	------------------------	--------------------

4/	Native Seed Mixture: Blue wildrye grass Slopes: 0 - 25%	20
5/	Native See Mixture: Blue wildrye grass Slopes: 26% or greater	40

<u>FERTILIZER</u>	<u>TYPE</u>	<u>POUNDS/ACRE</u>
6/	N/A	N/A

<u>MULCH</u>	<u>TYPE</u>	<u>POUNDS/ACRE</u>
7/	Wood Fiber Mulch OR Straw (Organic-Weedfree)	1500 1500

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C6.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to C7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser's timber sale account. This work is in addition to that required by C6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to B3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.

C6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in C6.7, within designated areas. Work required of Purchaser shall be in accordance with the attached slash plan, specifications, and Sale Area Map.

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See attached specifications.

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

In accordance with Contract Provision C6.74#, SLASH TREATMENT REQUIREMENTS, the following is the detailed Slash Disposal Plan:

I. Machine Piling of Landing Slash

A. Slash to be Piled

The purchaser is responsible for machine piling all unutilized material resulting from logging operations at all landings. The machine used to grapple pile the slash shall stay on the landing or road surface. Material to be piled will include all material at least 1 inch in diameter on the small end, and at least 3 feet in length. This may include chunks, broken tops, and limbs, branches, rotten wood, and brush, damaged or destroyed reproduction, and saplings or poles created by any type of vegetative cutting or clearing. For safe and efficient operations at the landing, to keep landing size small, and keep piles from burning too long and hot, the larger unutilized material (over 2 inches diameter outside bark on the small end and at least 6 feet in length, or over 6 inches in diameter on the small end and at least 2 feet in length) shall be stacked in a separate pile, in a parallel position, unless otherwise agreed to in writing by the Forest Service.

B. Location of Piles

Piles will be located so as to minimize damage to standing green trees during burning. Unless otherwise approved by Forest Service, piles will be constructed to be equal distance between the boles of standing green trees. Piles will not be placed where they will interfere with functioning of drainage structures, ditches, or stream channels. Piles shall not be built on top of stumps.

C. Construction and Size of Piles

Piles shall be constructed using a 'lift and stack' method using equipment with a hydraulic attachment mechanism capable of constructing piles that are compact and free of dirt and rocks. Completed piles shall be approximately equal in height and width.

II. Fireline

Purchaser shall construct approximately 12 miles of fire line by hand as described below, along the boundary of units # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, except where unit boundary is concurrent with road 19.

Fireline constructed by hand shall be a continuous line not less than 12 inches wide, cut to mineral soil. All brush and debris shall be cleared for a width of not less than 10 feet from the inside edge of the fire line. In addition, on slopes over 50%, fire line across the top of units and for 50 feet distance down each side from the top clearing width shall not be less than 25 feet from edge of fire line. The continuous fire line shall be dug to mineral soil, and any portion of the boundary where there is potential for rolling material to cross the fire line, line shall be constructed in the form of a cup trench with the berm on the exterior side of units. Fire line shall be completed on each unit pursuant to B6.7 and C6.7 or as soon as weather and soils conditions permit.

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C6.84 (OPTION 1) - USE OF PAINT BY PURCHASER (05/2005)

Notwithstanding B6.842, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

C7.1 - PLANS (09/2004)

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under C7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations under A14, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

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C7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

When the industrial fire precautions level is I or higher, unless waiver is granted under C7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

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(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark Arrestors and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under B7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by

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agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall

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monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

C7.201 - BURNING BY PURCHASER (01/1993)

Notwithstanding the Fire Precautionary Period limitation of B7.2, Purchaser is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

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C7.22 - EMERGENCY FIRE PRECAUTIONS (09/2004)

Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between The hours of 8 p.m. and 1 p.m. local time:

power saws, except at loading sites;
cable yarding;
blasting;
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
mechanized loading and hauling;
blasting;
welding or cutting of metal;
any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as

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described in A12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under B7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

C8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to B8.33, or for termination remedies pursuant to B8.34.

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C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

C8.3# (OPTION 1) - CONTRACT CHANGES (06/2004)

Contract changes involving volumes and/or values will use a weightratio of 2.7078 to convert net CCF cruise volumes to TONS.

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C8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for Alaska Yellow Cedar determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

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C8.71 - TRIPARTITE LAND EXCHANGE (04/1999)

Purchaser agrees that timber values for which cash payment is required under B4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO B6.33 SAFETY

Unless otherwise agreed, the following measures are required to provide adequate warning of hazards for users of roads and trails adjacent to Purchaser's Operations.

Part I. Signing and Other Warning Methods:

(a) Signs. The following signs are required when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails:

	<u>MINIMUM LETTER SIZE AND LEGEND</u>	<u>MINIMUM SIZE AND SHAPE</u>	<u>WHEN AND WHERE REQUIRED</u>
1.	LOGGING OPERATIONS NEXT <> MILES (4" letters)	24" (rectangle) 36"	Min. 100ft. outside of any continuous work areas, on roads listed in C5.31# and trails listed in Part II.
2.	LOGGING OPERATIONS (3" letters)	24" (diamond) 24"	To be used in conjunction with "Logging Operations Next <> Miles" and where work area is not continuous.
3.	FOR LOGGING USE ONLY (3" letters)	24" (diamond) 24"	Required where roads listed in C5.31# and temporary roads intersect with C5.31# roads. Install a cross ditch to discourage use when sign is covered or removed for extended periods.
4.	TRUCKS (4" letters)	24" (diamond) 24"	At critical intersections on roads listed in C5.31# when traffic is heavy or otherwise exceeds volumes stated in Part II below. Remove or cover when the sign is not applicable.
5.	END LOGGING OPERATIONS (4" letters)	24" (rectangle) 24"	Use in conjunction with "Logging Operations Next <> Miles" and "Logging Operations".
6.	TREE FELLING AHEAD (3" letters)	24" (diamond) 24"	Required 200 feet in advance of danger area where timber is being felled adjacent to all roads, including temporary roads, and trails.
7.	ROAD MACHINERY AHEAD (3" letters)	24" (diamond) 24"	Required at least 200 feet in advance of Purchaser road maintenance operations on roads listed in Schedule C5.31#.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - B6.33 SAFETY (continued)

All signs shall meet requirements as specified in Parts I and VI of the Manual of Uniform Traffic Control Devices (MUTCD).

Sign borders and lettering shall be black. Borders are ½ inch wide, inset ½ inch from outside edge of sign. All sign backgrounds shall be orange, except signs #1 and 5 which shall be reflectorized orange.

Signs shall be installed on posts, with a 5 foot minimum ground clearance, or on temporary supports complying with MUTCD standards.

All signs are to be removed or covered when operations are interrupted for seasonal nonuse or other extended periods.

Purchaser shall furnish personnel and advance warning signs when cable or helicopter logging above roads or trails, felling adjacent to roads or trails, where logs being bucked may roll into roads or trails, and in areas where fallout from blasting may occur. On roads listed in C5.31# and temporary roads, Purchaser may temporarily block the road in lieu of furnishing flag personnel.

(b) Barricades. On roads listed in C5.31#, if Purchaser's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Purchaser shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

Barricades shall be Type II and meet specifications in MUTCD, Part VI. Barricades must be at least 3 feet high. Rails must be at least 2 feet long. Striping shall be alternating orange and white, sloping at a 45 degree angle, and reflectorized. For rails 2 feet to 3 feet long, striping shall be 4 inches wide. For rails longer than 3 feet, striping shall be 6 inches wide. Two rails, 8-12 inches in width, must face each direction.

Barricades shall be equipped with warning lights which shall be Type A low intensity flashing and shall be maintained so as to be capable of being visible on a clear night from a distance of 3,000 feet.

(c) Other Traffic Control Methods. The posting of CB channel signs may be authorized.

On roads listed in C5.31#, Purchaser may be authorized to install temporary gates, barricades (except cables), or natural barriers. The devices must be installed with the necessary hazard markers, be reasonably passable by Forest Service, and be removed prior to acceptance of the Subdivision being served by the road.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - B6.33 SAFETY (continued)

Part II. Specified Requirements:

None

Purchaser and Forest Service agree to the above stated requirements of the Traffic Control Plan:

Name

Name

Title

Title

Date

Date

ROAD RENTAL AGREEMENT

THIS AGREEMENT, between Long & Humphreys, LLC, herein called the "Landowner", and the UNITED STATES OF AMERICA, acting by and through the Forest Service, USDA, herein called the "Forest Service",

WITNESSETH:

WHEREAS, Landowner owns the land with existing roads in Sec. 5 and 8, T. 21 S., R. 3 E., W.M., Lane County, Oregon, as shown on the map attached hereto, marked "Exhibit A", and

WHEREAS, Forest Service needs use of Landowner's existing roads and lands to construct and use temporary roads and skyline log landings, as shown in Exhibit A, associated with timber harvest and removal, and post timber sale activities including but not limited to prescribed burning on National Forest land.

Landowner, for and in consideration of \$8,000.00 received by Landowner, does hereby provide to the Forest Service and its assigns, subject to existing easements and valid rights, a nonexclusive right to use existing roads for: administration, management, and protection of National Forest Land; the use of its land to construct temporary roads and logging facilities, hauling timber; moving logging equipment over the roads; performing site restoration associated with the Face Thin Timber Sale.

The following terms and conditions shall apply to this road rental agreement:

1. Forest Service and its assignees shall comply with Industrial Fire Precaution Levels. Purchaser of Forest Service timber sale shall comply with all applicable fire precautions and controls set forth in the associated contract when using the road during the Fire Precautionary Period.
2. Forest Service shall inform all of its assignees of the provisions of this Agreement, and shall require assignees to comply with its provisions.
3. Forest Service shall cut only such timber as necessary to clear the authorized right-of-way for use, road maintenance, temporary road construction, and log landing construction. Unless otherwise agreed to in writing, Timber shall be marked and identified by Forest Service and approved by Landowner prior to cutting and removal. Unless otherwise agreed to in writing, Timber will be cut into logs of lengths specified by Landowner and shall be decked along the road for disposal by Landowner.

4. Forest Service shall dispose of slash resulting from operations under this Agreement as specified on Exhibit B.
5. Forest Service shall identify and Landowner shall approve Log landing prior to construction and use. After use, Landings shall be scarified to the depth of the compacted layer, providing ripping furrows shall no be deeper than 24 inches and spaced not more than 18 inches apart. Lands used under this Agreement shall be stabalized by seeding, cross-ditching, or other erosion control measures when necessary.
6. Green trees to be felled for guylines or tailholds shall be marked by Forest Service and approved by Landowner prior to use. Timber will be cut into logs of lengths specified by Landowner and shall be decked along the road for disposal by Landowner.
- ~~Forest Service and its employees~~ shall provide road maintenance commensurate with its use. Maintenance will be performed on the following roads in accordance with specifications attached hereto as Exhibit C.
8. Forest Service shall prevent unnecessary damage to Landowner's adjacent land, timber, soil, water and other resources, and improvements. Forest Service shall ensure its operations on Landowner's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
9. Nothing herein contained shall obligate the Forest Service beyond the extent of available authorized appropriations or contrary to the rules, regulations, and laws applicable to the Forest Service.
10. No resident commissioner nor member of or delegate to Congress shall be admitted to any share of or part of this road rental agreement or to any benefits that may arise therefrom unless this Agreement is made with a corporation for its general benefit.
11. The Landowner may terminate this Road Rental Agreement for breach of any terms or conditions herein. Provided however, Landowner shall: 1) provide Forest Service written notice of breach and will allow reasonable opportunity to satisfactorily cure the breach; and 2) shall provide Forest Service notice in writing a minimum of sixty (60) days prior to termination for breach.
12. The Government may terminate this lease at any time by giving at least 120 day notice in writing to the Landowner.
13. Forest Service shall notify Landowner at least five (5) days before beginning operations under the Road Rental Agreement. David Long, (216) 409-6863
14. This Agreement shall terminate on December 31, 2021.

Face Thin Timber Sale

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the _____ day of _____, 2013.

UNITED STATES OF AMERICA

LONG & HUMPHREYS, LLC

BY _____

GORDON BLUM
Deputy Forest Supervisor
Willamette National Forest

BY _____


DAVID N. LONG
Manager


Face Thin Timber Sale - Bar-BL Ranch Access


EXHIBIT A

T21S, R3E, Sections 5 and 8


Legend


 Helicopter Landings


 Roads Needing ROW


 Proposed Temporary Roads


Transportation

 Railroad


 Trails

 Roads Needing ROW


 Roads_edited


 Guyline Anchoring Area


OWNER


 Private Land

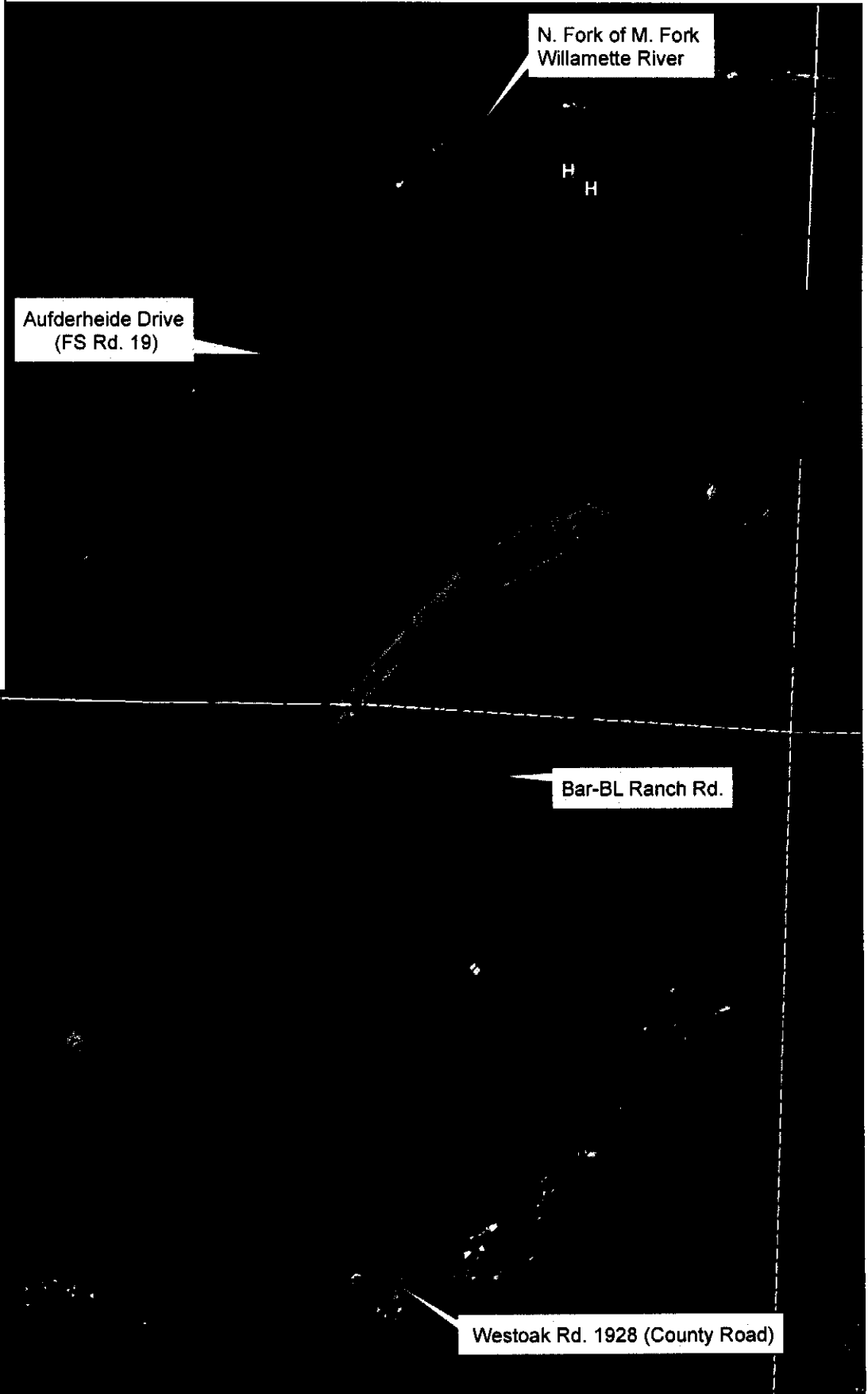
Logging Systems

 Ground based

 Helicopter

 Skyline

 Guyline Anchoring Area



EAO
06/20/2013

0 0.05 0.1 0.2 0.3 0.4
Miles

Scale: 6" = 1 mile

DETAILED SLASH DISPOSAL PLAN
Willamette National Forest

In accordance with Contract Provision C6.74#, SLASH TREATMENT REQUIREMENTS, the following is the detailed Slash Disposal Plan:

I. Machine Piling of Landing Slash

A. Slash to be Piled

The purchaser is responsible for machine piling all unutilized material resulting from logging operations at all landings. The machine used to grapple pile the slash shall stay on the landing or road surface. Material to be piled will include all material at least 1 inch in diameter on the small end, and at least 3 feet in length. This may include chunks, broken tops, limbs, branches, rotten wood, brush, damaged or destroyed reproduction, and saplings or poles created by any type of vegetative cutting or clearing. The larger unutilized material (over 6 inches diameter outside bark on the small end, and at least 2 feet in length) shall be stacked in a parallel position in the same pile as the larger top material, unless otherwise agreed to in writing by the Forest Service.

B. Location of Piles

Piles will be located so as to minimize damage to standing green trees during burning. Unless otherwise approved by Forest Service, piles will be constructed to be equal distance between the boles of standing green trees. Piles will not be placed where they will interfere with functioning of drainage structures, ditches, or stream channels. Piles shall not be built on top of stumps.

C. Construction and Size of Piles

Piles shall be constructed using a 'lift and stack' method using equipment with a hydraulic attachment mechanism capable of constructing piles that are compact and free of dirt and rocks. Completed piles shall be approximately equal in height and width.

II. Firelines

Purchaser shall construct 12 miles of fireline by hand and shall widen fireline as indicated on units # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

Fireline constructed by hand shall be a continuous line not less than 12 inches wide, cut to mineral soil. All brush and debris shall be cleared for a width of not less than 10 feet from inside edge of fireline. In addition, on slopes over 50 percent, fireline across the top of units and for 50 feet distance down each side from the top clearing width shall not be less than 25 feet from inside edge of fireline. The continuous fireline shall be dug to mineral soil, across the bottom of the units fireline shall be constructed in the form of a cup trench with the berm on the exterior side of units.

Fireline shall be completed on each unit pursuant to B6.31 and B6.7, or as soon as weather and soils conditions permit.

Road Maintenance Agreement between U.S. Forest Service and David Long
Face Thin Timber Sale

Purchaser's vehicles and equipment will not be allowed to be parked off the road surface on private land.

Purchaser access through Mr. Long's property will be for timber sale related activities only.

The portions of Bar-B-L Ranch Road that are needed for haul will be bladed and rolled and then dust abatement applied (lignin sulfate or water) before operations begin. Dust abatement will be re-applied as needed. The roads will be bladed and rolled again when operations are complete.

The temporary road extensions on National Forest land will be closed by the purchaser upon completion of timber sale operations. The temporary native surface road extension on Bar-B-L Ranch Road will left open.

The Timber Sale Prospectus will state that prospective purchasers need to contact David Long at (216)409-6863 before entering his property to inspect sale units accessed from his property.

Wet weather haul (October 15 through May 31) will not be allowed through David Long's property unless approved by David Long and the Forest Service Timber Sale Administrator.

If Mr. Long installs a gate on his property that blocks access to the timber sale units, the Forest Service and the timber sale purchaser will obtain a key to the lock, which will be returned to Mr. Long when the sale is complete.

Purchaser of Forest Service Timber shall maintain roads in accordance with the following Road Maintenance Requirements Summary:

Road Maintenance Requirements Summary

Bar B L Ranch Road
-Place aggregate (grading "D") per 813 specification. Place aggregate full width of road. Compaction method B.
-Place aggregate during haul and post haul as needed to maintain road in pre haul condition.
-Maintain road to the 836 specification. Work shall be performed pre, during and post haul. Additional work to be done under this specification: MP 0.02 place 14' L x 10' W x ½" thick metal plate over cattle guard. Metal plate shall be in place while hauling and removed when hauling is complete. While metal plate is in place, gate at MP 0.06 will be left closed. MP 0.18 clean/recondition outlet ditch for 25'. MP 0.29 clean/recondition outlet ditch for 50' to achieve positive drainage.
-Dust abatement palliatives shall be applied per 812 specification, between MP 0.00 and 1.33. Dust abatement shall be placed during haul. Dust palliatives will be placed at a rate that will eliminate dust reaching residences in the area and adjacent Christmas tree plantations. (cost for 1 lignon sulfate application)

ROAD RENTAL AGREEMENT

THIS AGREEMENT, between Jonathan W. Donlon, herein called the "Landowner", and the UNITED STATES OF AMERICA, acting by and through the Forest Service, USDA, herein called the "Forest Service",

WITNESSETH:

WHEREAS, Landowner owns the land with existing roads in Sec. 33, T. 20 S., R. 3 E.; Sec. 4, T. 21 S., R. 3 E., W.M., Lane County, Oregon, as shown on the map attached hereto, marked "Exhibit A", and

WHEREAS, Forest Service needs use of Landowner's existing roads and lands to construct and use temporary roads and skyline log landings, as shown in Exhibit A, associated with timber harvest and removal, and post timber sale activities including but not limited to prescribed burning on National Forest land.

Landowner, for and in consideration of \$8,485.00 received by Landowner, does hereby provide to the Forest Service and its assigns, subject to existing easements and valid rights, a nonexclusive right to use existing roads for: administration, management, and protection of National Forest Land; the use of its land to construct temporary roads and logging facilities, hauling timber; moving logging equipment over the roads; performing site restoration associated with the Face Thin Timber Sale.

The following terms and conditions shall apply to this road rental agreement:

1. Forest Service and its assignees shall comply with Industrial Fire Precaution Levels. Purchaser of Forest Service timber sale shall comply with all applicable fire precautions and controls set forth in the associated contract when using the road during the Fire Precautionary Period.
2. Forest Service shall inform all of its assignees of the provisions of this Agreement, and shall require assignees to comply with its provisions.
3. Forest Service shall cut only such timber as necessary to clear the authorized right-of-way for use, road maintenance, temporary road construction, and log landing construction. Unless otherwise agreed to in writing, Timber shall be marked and identified by Forest Service and approved by Landowner prior to cutting and removal. Unless otherwise agreed to in writing, Timber will be cut into logs of lengths specified by Landowner and shall be decked along the road for disposal by Landowner.

4. Forest Service shall dispose of slash resulting from operations under this Agreement as specified on Exhibit B.
5. Forest Service shall identify and Landowner shall approve Log landing prior to construction and use. After use, Landings shall be scarified to the depth of the compacted layer, providing ripping furrows shall no be deeper than 24 inches and spaced not more than 18 inches apart. Lands used under this Agreement shall be stabalized by seeding, cross-ditching, or other erosion control measures when necessary.
6. Green trees to be felled for guylines or tailholds shall be marked by Forest Service and approved by Landowner prior to use. Timber will be cut into logs of lengths specified by Landowner and shall be decked along the road for disposal by Landowner.
7. [REDACTED] shall provide road maintenance commensurate with its use. Maintenance will be performed on the following roads in accordance with specifications attached hereto as Exhibit C.
8. Forest Service shall prevent unnecessary damage to Landowner's adjacent land, timber, soil, water and other resources, and improvements. Forest Service shall ensure its operations on Landowner's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
9. Nothing herein contained shall obligate the Forest Service beyond the extent of available authorized appropriations or contrary to the rules, regulations, and laws applicable to the Forest Service.
10. No resident commissioner nor member of or delegate to Congress shall be admitted to any share of or part of this road rental agreement or to any benefits that may arise therefrom unless this Agreement is made with a corporation for its general benefit.
11. The United States Government is self-insured, and acting by and through the USDA-Forest Service, Willamette National Forest, it hereby agrees to bear any and all costs and liabilities of any kind related to the exercise of its rights under this Road Rental Agreement to the extent it may legally do so under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 *et seq.*, or any other act wherein Congress has specifically waived the sovereign immunity of the United States.
12. The Landowner may terminate this Road Rental Agreement for breach of any terms or conditions herein. Provided however, Landowner shall: 1) provide Forest Service written notice of breach and will allow reasonable opportunity to satisfactorily cure the breach; and 2) shall provide Forest Service notice in writing a minimum of thirty (30) days prior to termination for breach.


Face Thin Timber Sale

13. The Government may terminate this lease at any time by giving at least 120 day notice in writing to the Landowner.
14. Forest Service shall notify Landowner at least five (5) days before beginning operations under the Road Rental Agreement. Jon Donlon, 541-782-2674.
15. Forest Service shall pay consideration within 30 days of a successful bid on the Face Thin Timber Sale.
16. This Agreement shall terminate on December 31, 2021 or upon completion of timber sale operations and slash treatments, which ever occurs first.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the 23rd day of JULY, 2013.

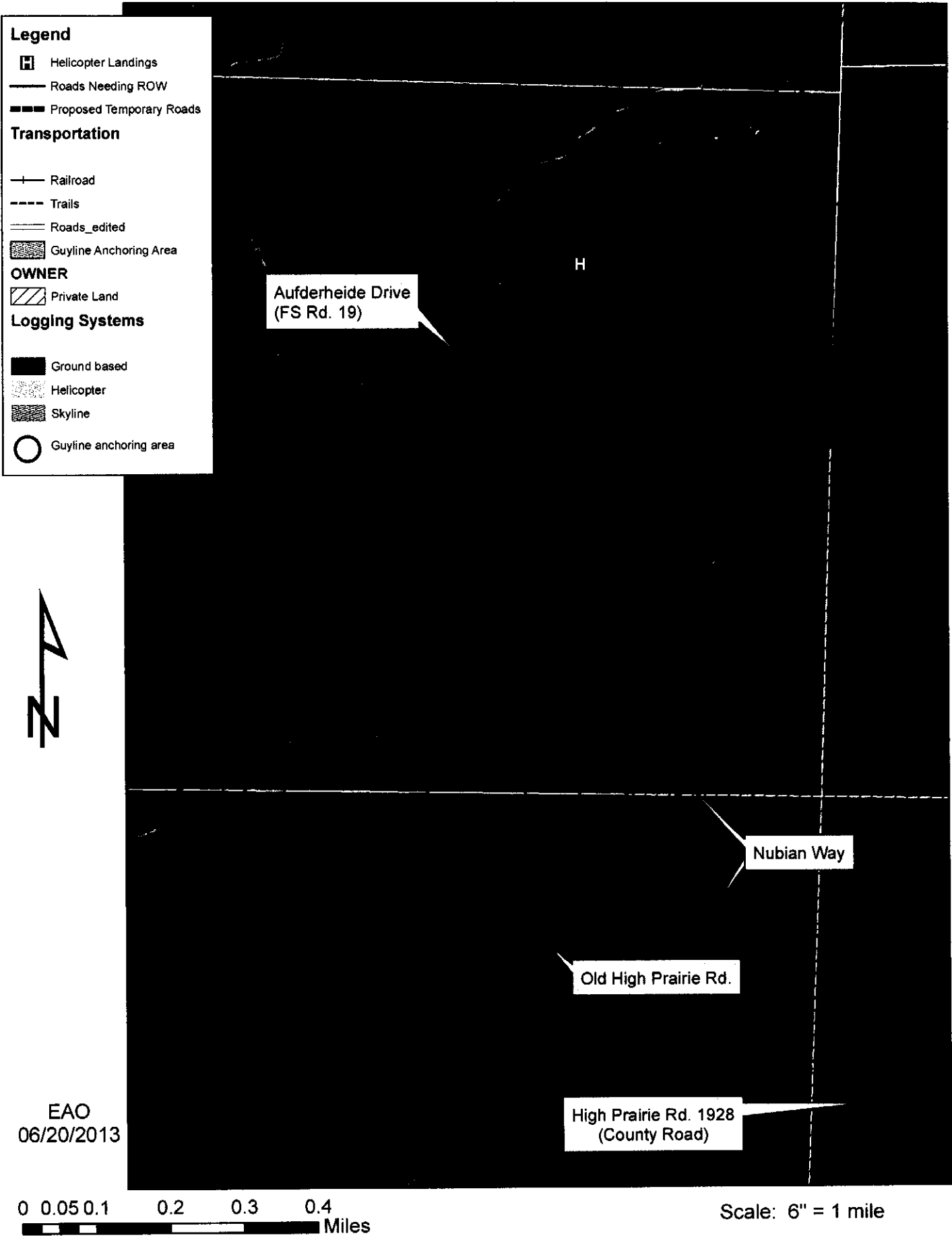
UNITED STATES OF AMERICA

BY


~~GORDON E. BLUM~~ **MARGARET MITCHELL**
Deputy Forest Supervisor
Willamette National Forest

BY


JONATHAN W. DONLON
Landowner



DETAILED SLASH DISPOSAL PLAN
Willamette National Forest

In accordance with Contract Provision C6.74#, SLASH TREATMENT REQUIREMENTS, the following is the detailed Slash Disposal Plan:

I. Machine Piling of Landing Slash

A. Slash to be Piled

The purchaser is responsible for machine piling all unutilized material resulting from logging operations at all landings. The machine used to grapple pile the slash shall stay on the landing or road surface. Material to be piled will include all material at least 1 inch in diameter on the small end, and at least 3 feet in length. This may include chunks, broken tops, limbs, branches, rotten wood, brush, damaged or destroyed reproduction, and saplings or poles created by any type of vegetative cutting or clearing. The larger unutilized material (over 6 inches diameter outside bark on the small end, and at least 2 feet in length) shall be stacked in a parallel position in the same pile as the larger top material, unless otherwise agreed to in writing by the Forest Service.

B. Location of Piles

Piles will be located so as to minimize damage to standing green trees during burning. Unless otherwise approved by Forest Service, piles will be constructed to be equal distance between the boles of standing green trees. Piles will not be placed where they will interfere with functioning of drainage structures, ditches, or stream channels. Piles shall not be built on top of stumps.

C. Construction and Size of Piles

Piles shall be constructed using a 'lift and stack' method using equipment with a hydraulic attachment mechanism capable of constructing piles that are compact and free of dirt and rocks. Completed piles shall be approximately equal in height and width.

II. Firelines

Purchaser shall construct 12 miles of fireline by hand and shall widen fireline as indicated on units # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

Fireline constructed by hand shall be a continuous line not less than 12 inches wide, cut to mineral soil. All brush and debris shall be cleared for a width of not less than 10 feet from inside edge of fireline. In addition, on slopes over 50 percent, fireline across the top of units and for 50 feet distance down each side from the top clearing width shall not be less than 25 feet from inside edge of fireline. The continuous fireline shall be dug to mineral soil, across the bottom of the units fireline shall be constructed in the form of a cup trench with the berm on the exterior side of units.

Fireline shall be completed on each unit pursuant to B6.31 and B6.7, or as soon as weather and soils conditions permit.

Road Maintenance Agreement between U.S. Forest Service and Jon Donlon
Face Thin Timber Sale

The Forest Service will not allow purchaser's vehicles and equipment will not be allowed to be parked off the road surface on private land.

Purchaser access through Mr. Donlon's property will be for timber sale related activities only.

Contract clause C6.315 will be used to restrict timber hauling during the Christmas tree cutting season (October 15 – December 15).

About 556.5 thousand board feet (MBF) will be hauled out Old High Prairie Road to Nubian Way to High Prairie Road. About 79.5 MBF will be hauled out using a short spur located off Nubian Way north of the junction with Old High Prairie Road. About 477.0 MBF will be hauled out using the spur road near the end of Nubian Way.

Approximately 110 cubic yards of spot rocking will be place on Nubian Way, including over two culverts and 10 cubic yards of spot rocking will be placed on Old High Prairie Road over a culvert. Additional spot rocking will be placed as the sale progresses to keep the road in pre-haul condition.

The portions of Nubian Way and Old High Prairie Road that are needed for haul will be bladed and rolled and then dust abatement applied (lignin sulfate or water) before operations begin. Dust abatement will be re-applied as needed whenever dust starts appearing. The roads will be bladed and rolled again when operations are complete.

The temporary road extensions on National Forest land will be closed by the purchaser upon completion of timber sale operations. The temporary native surface road extension off of Nubian Way will be waterbarred, seeded with native grass, and closed to vehicle travel to reduce potential for surface erosion and sedimentation. The temporary road extension off of Old High Prairie Road will be closed to vehicle traffic and the rock road surface will be left in place (to protect cultural resources).

The Timber Sale Prospectus will state that prospective purchasers need to contact Jon Donlon at (541)782-2674 before entering his property to inspect sale units accessed from his property.

Wet weather haul (October 15 through May 31) will not be allowed through Jon Donlon's property unless approved by Jon Donlon and the Forest Service Timber Sale Administrator.

If Mr. Donlon installs a gate on his property that blocks access to the timber sale units, the Forest Service and the timber sale purchaser will obtain a key to the lock, which will be returned to Mr. Donlon when the sale is complete.

Purchaser of Forest Service Timber shall maintain roads in accordance with the following Road Maintenance Requirements Summary:

Road Maintenance Requirements Summary

- Place aggregate during haul and post haul as needed to maintain road in pre haul condition
-Blade road to 811 specification. Compaction method B. Blading will be done pre, during and post haul.
-Clean ditches and culvert inlets to the 831 and 834 specifications respectively. These specifications apply pre, during and post haul. Haul excess material per the 832 specification to disposal area marked by C.O. on Forest Service property.
-Brush road as needed to facilitate haul. No tree's from Christmas tree plantations will be brushed or altered in any way. Scatter all material generated from brushing outside of road bed on opposite side of road from Christmas tree plantations and away from culverts.
-Log out road as needed per 851 specification.
-Dust abatement palliatives shall be applied per 812 specification. Dust abatement shall be placed during haul. Dust palliatives will be placed at a rate that will eliminate dust reaching residences in the area and adjacent Christmas tree plantations. (cost for 1 lignon sulfate application)
Old High Prairie Road
Place aggregate (grading "D") per 813 specification. Place aggregate full width of road. Compaction method B.
-MP 0.15 place 10 cubic yards (c.y.) for minimum 1 foot cover over culvert.
Nubian Way
Place aggregate (grading "D") per 813 specification. Place aggregate full width of road. Compaction method B.
-MP 0.00 place 15 cubic yards (c.y.) at junction with High Prairie Rd.
-MP 0.06 to MP 0.11 place 15 c.y.
-MP 0.12 place 10 c.y. for minimum 1' cover over culvert.
-MP 0.23 to 0.29 place 50 c.y.
-MP 0.37 to 0.38 place 10 c.y.
-MP 0.40 place 10 c.y. for minimum 1' cover over culvert.